

Terms of sales

1. Scope

Unless otherwise expressly agreed by us in the order, all our offers are governed exclusively by these general conditions of services which are applicable only, notwithstanding any other document from the customer. The customer expressly acknowledges having read and accepted these terms and conditions, which he undertakes to respect by the simple fact of the call to our services.

2. Information provided by the client

The customer accepts to communicate all the information requested by us as well as any information that the customer must reasonably consider important for the proper execution of the mission. The client is responsible for the accuracy, reliability and completeness of the information that we require. If the customer fails to provide the requested information within the timeframe and in accordance with the procedures specific to the execution of the assignment, we will be authorized, by means to a prior notification, to invoice additional services that would have been incurred due to the delay or lack of information.

3. Execution of the mission

Within a maximum of 30 days following the signing of the purchase order, one or more consultants responsible for carrying out the mission in accordance with the order form will contact the customer. The deadlines for the execution of the assignment are included in the offer as an indication and not as a deadline, unless otherwise agreed by the parties in a separate document. Our responsibility can only be engaged if the delay is important and attributable to our heavy fault. Under no circumstances we will be liable for delays in carrying out the assignment for which the responsibility is attributable to the organization, unavailability or any other failure of the customer.

4. Payment

Upon signing the purchase order, we will establish, in agreement with the client at the time of the quote, a 30% down payment invoice that will be paid before the start of the mission. Our services will then be billed as and when the mission progresses. The non-payment of an invoice on its due date giving us the right to interrupt the mission until the moment of the perfect payment. Any unpaid invoice at the end of the term will be increased by a late payment interest at the annual rate of 12%. In addition, any late payment will automatically and without prior notice pay 10% compensation to cover the costs incurred to obtain payment of the invoice.

5. Liability

The fulfillment of our mission and its good end are an obligation of means and not of results. We apply our expertise and skills to achieve the best results and meet the best wishes of our client. We are not responsible for any loss or damage resulting from or in connection with the implementation of the recommendations we make in the execution of our mission. Likewise, we are not responsible for any loss or damage caused by an error resulting from incorrect or incomplete information provided by the customer. In addition, we are not responsible for delays in execution or non-fulfillment of our mission if it is the result of strikes, internal disorganization of the client or any other case of force majeure that may occur during the performance of the contract. Without prejudice to the foregoing, our liability resulting from a failure to perform our mission will be limited to the reimbursement of direct losses incurred by the customer limited to the maximum amount of the invoices paid by him in the context of the mission which has entrusted to us, except fraud or manifest bad faith on our part. We are in no way liable for the payment of indirect or consequential loss of any kind to the customer.

6. Intellectual property

Our know-how, designs, logos, methodologies, concepts, methods of organization and realization constitute our exclusive intellectual property and cannot in any case be used, copied or reproduced by the client without our agreement. All the achievements made during the mission and especially in the form of reports remain our property, unless otherwise provided in a contract. Nevertheless, the customer will have the authorization to use these reports in the frame and in all the aspects of its internal management.

7. Confidentiality

The parties acknowledge that all information received, communicated and exchanged will be considered as confidential and cannot therefore be communicated to a third party or be publicly released for a period of 5 years from the date of signature of the report of the mission. In addition, the parties will take all necessary measures to avoid the even accidental disclosure of confidential information. Without prejudice to the two preceding paragraphs, we can mention the identity of the customer as well as a general description of the mission realized for him, both in our presentation brochures, and on any other support in terms of marketing or offers for other projects.

8. Non-poaching clause

Both during the performance of the assignment and for two years after the end of the contract, the parties undertake not to conclude directly or indirectly a collaboration agreement or a consultancy agreement with a former or current employee or associate of each of the parties who were directly or indirectly involved in the execution of the mission.

9. Replacement of the consultant during the mission

If the consultant in charge of the mission is, for any reason, unable to personally pursue it, we will be authorized to appoint another consultant in consultation with the client.

10. End of the mission.

At the end of the assignment, we will draw up a service report which will be signed by the client for approval and receipt of all the services and services mentioned therein.

11. Termination

We are entitled to terminate the contract, ipso jure and terminate the mission, by notification to the client of our decision by registered letter, in case of serious non-performance by the customer of one of its contractual obligations, including if it is late in payment for an invoice of more than 30 calendar days, or if it turns out that it will not execute or seriously risk not performing one of its main obligations, and even before this obligation is payable. In case of resolution, the customer is liable for compensation equal to 30% of the total value of the contract, without prejudice to amounts already billed and paid, and without the addition of this compensation and the amounts already paid exceeds the total value of the contract.

12. Early termination of the mission by the client

In the event of early termination of the assignment by the customer, the latter will be liable for a fixed compensation equal to 30% of the total